

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the

Presbyterian Church in the United States of America

Isabel Miller, Executive

PROSP
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JAN 13 1947 64
January 6, 1947

Miss Katharine E. Gladfelter,
156 Fifth Avenue,
New York 10, N. Y.

My dear Miss Gladfelter:

This is probably an unnecessary question, but I hope you will not think it an impertinent one. We are looking forward to your visit, and all want to be on hand for it with our questions and answers somewhat in hand. Therefore we are eager to know about when to expect you. There are some vacations to be planned for with the necessary reservations; questions arise in town which I put off with a promise of your visit, and it helps to be able to be a little more definite.

The latest request in town is from the local telegraph company which would like to lease or buy a little plot of land from us for their aërials and office so as to be more nearly in the center of town. I have told them to present their request in writing which I would forward to the New York office, but that your visit would give them a chance to present their request in person. The Oslund lease which was started in April is still incomplete and Mr. Nelson keeps asking about that, too.

Very sincerely yours,

Isabel Miller
Isabel Miller

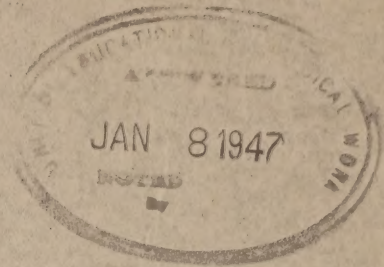
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Board of National Missions
of the Presbyterian Church in the
United States of America

INCORPORATED APRIL 24, 1923 BY
ACT OF THE LEGISLATURE OF THE STATE OF NEW YORK

156 Fifth Avenue, New York 10, N. Y.

January 6, 1947



Mr. H.L. Faulkner, Esq.
Faulkner and Banfield
Juneau, Alaska

Dear Mr. Faulkner:

This is to advise you that on Saturday, January 4, 1947, Miss Edna Voss, Head of the Unit of Educational and Medical Work of our Board, and myself, had the pleasure of a conference in Washington with our mutual friend, the Hon. E.L. Bartlett, Representative from Alaska.

I cannot give you much information at the present time except to say that Mr. Bartlett promised to make a thorough investigation as soon as possible and ^{will} let us know the results.

As soon as I hear from Mr. Bartlett, I will write you at once.

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

lht/ar
c.c. Miss Edna Voss

✓ saw
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Board of National Missions
of the Presbyterian Church in the
United States of America

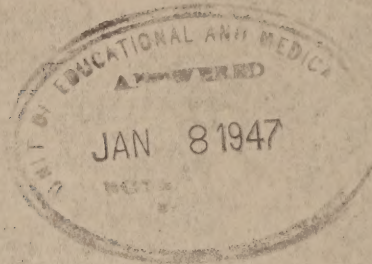
Prop
Haines

INCORPORATED APRIL 24, 1923 BY
ACT OF THE LEGISLATURE OF THE STATE OF NEW YORK

156 Fifth Avenue, New York 10, N. Y.

January 6, 1947

Hon. E.L. Bartlett,
Delegate from Alaska,
House of Representatives,
Washington, D.C.



Dear Mr. Bartlett:

This is just a note to thank you for your courtesy to
Miss Voss and myself during our recent conference on Saturday,
January 4th.

I understand that at your convenience you will contact
certain parties in the War Department in order to ascertain what is
behind the Condemnation Proceedings involving the larger parcel of
land in Haines, Alaska.

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

lht/ar
✓ c.c. Miss Edna Voss

JAN 24 1947

January 23, 1947.

Mr. Lucien H. Tribus,
Assistant General Counsel,
Board of National Missions of the
Presbyterian Church in the United States of America,
156 Fifth Avenue,
New York 10, New York.

Dear Mr. Tribus:

I have a discouraging report to make after a lengthy conference held with officials in the War Department and the War Assets Administration relative to the Haines property. Nothing, it appears, can or will be done administratively to alter the course of events launched when the government instituted proceedings in the District Court at Juneau. This seems so obviously unfair and unjust that to me the situation appears to cry for relief but how it might be had is beyond the scope of any plan which has occurred to me. So far as the departmental officials are concerned, this is only one of thousands of proceedings which are going forward to vest title to the government with respect to properties taken over during the war. To my way of thinking, we have set up something of a dual standard. After our armies over-ran France, for example, army officials properly equipped with cash compensated the owners of French property for damage done by our troops in certain instances, but on our own soil our government is much less liberal and fair minded. Most, if not all of the points outlined below will not convey any new information to you but they are listed here as representing the statements made by the departmental people at the meeting held with them:

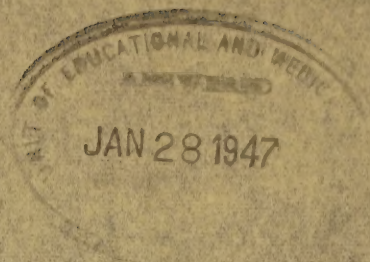
1. The condemnation proceeding was instigated in order that title to the property could be vested in the United States. I was told such proceedings were going forward on thousands of pieces of property and there was nothing behind this move, so far as your property is concerned, other than the desire of the government to obtain title for disposition. The proceeding would not have been brought had you accepted the fee offered for the land, as you know.
2. The proceeding must go forward in the District Court inasmuch as the government has deposited a Declaration of Taking in the court, together with \$2675, representing what the War Department considers fair value of the land.

3. If your attorney convinces the court that the "fair value" price sought is not truly a fair value for the land, the district judge may hold a jury trial on the matter to seek the true value.
4. The property, land and construction thereon, has not yet been declared surplus to the needs of the War Department and turned over to the War Assets Administration for disposal, nor is it known when and if the property will be so declared surplus. However, it was intimated to me by an official of WAA that the WAA had knowledge of this property and was expecting it to be declared surplus at some future date.
5. I will be notified by the War Department as soon as the property is declared surplus, and it usually takes two months or so between that time and the time the property is put up for sale.
6. The construction on the land classifies this property as "Industrial", and in this case the former owner has no priority. I had hoped that you might be able to obtain title to the land and then rent it to whatever concern purchases the oil tanks and facilities. However, this is not permitted under the Surplus Property Act.
7. The War Department will not spend the money to dismantle or otherwise dispose of the facilities on your property and, if declared surplus, would be sold on the ground.
8. No one would tell me if Standard Oil is interested in the property. This information will be obtained when interested parties are revealed when the property is put up for sale.

I much regret that these answers were as they are, and I wish some exceptions could be made. The only hope as I see it now, providing the court proceeding is unfavorable, is that no buyer will present himself for the land and the buildings on the larger tract and that the church will be able to buy in the property for a nominal sum. But I suppose that is too much to hope for. For their information copies of this letter are being sent to Mr. Faulkner and to Mr. Booth at Juneau.

Sincerely yours,

E. L. Bartlett
Delegate



January 27, 1947.

Re: Haines, Alaska Prop.

Hon E. L. Bartlett,
Delegate from Alaska,
House of Representatives,
Washington, D. C.

Dear Mr. Bartlett:

I appreciate very much the painstaking investigation which you instituted in our behalf and while your letter of January 23rd is rather discouraging, I am happy in the thought that you have proved to be such a good friend to our Cause.

I trust that you may be planning to come to New York some time in the near future and if you do, I should like to have the pleasure of taking you to lunch.

With kind personal regards, I am

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

LHT/MT

✓ C.C. to Miss Voss

YAW ✓
1/31

January 31, 1947

AIR MAIL

My dear Miss Miller:

For your information we are sending you a copy of the letter which Delegate Bartlett wrote to Mr. Tribus in regard to the investigation which he made concerning the Haines House property after his conference with Miss Voss and Mr. Tribus in Washington.

Very sincerely yours

Assistant in the Unit
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
FMC:ehf
Enc.

no ans rec *Law*

INTER-OFFICE CORRESPONDENCE
BOARD OF NATIONAL MISSIONS

Prop. Haines

TO Miss Katharine E. Gladfelter - Miss Florence Goddard
FROM Miss Edna R. Voss
RE:

DATE February 13, 1947

Dr. Morse has agreed with Mr. Tribus and me that this condemnation by the War Department of our Haines property should be fought. He thinks we have a good case in that the future use of the property for the public good has not been established.

Edna R. Voss

Edna R. Voss, Secretary
Unit of Educational and
Medical Work.

ERV.fm

FEB 14 1947

Miss Katharine M. Gladfelter - Miss Florence Goddard
Miss Edna R. Voss

February 13, 1947

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Edna R. Voss, Secretary
Unit of Educational and
Medical Work.

ERV:fm

FAULKNER AND BANFIELD
Attorneys at Law

Juneau, Alaska

COPY

February 14, 1947

Mr. Lucien H. Tribus
Board of National Missions
Presbyterian Church
156-5th Avenue
New York 10, N. Y.

Dear Mr. Tribus:

I enclose copy of a letter which was received by Reverend Booth yesterday signed by Don C. Foster, General Superintendent of the Office of Indian Affairs, a copy of a letter written to Mr. Foster by a man named James E. Curry, representing himself to be an attorney in the Tower Building, Washington, D. C., and a copy of Mr. Foster's reply to that letter.

This letter from Mr. Curry to Mr. Foster which is dated February 4 is rather vague and indefinite. It would seem that Mr. Curry claims to have some information from some Indian in Haines that this Indian, or some other Indians, are attempting to make some sort of claim to the land at Haines belonging to the Board of National Missions. The letter would hardly seem to need a reply by you, but I thought you should have a copy of it in case you do want to reply.

My information is that the Mission property at Haines is all patented from the United States. Mr. Curry seems to be somewhat confused when he says there was some agreement between the Indians and the Church under which the Army property at Haines was being held by the Church on behalf of the natives. I am not familiar with the transaction between the Board of Missions and the Army but I have always thought that the Board sold the Army the property which was for many years occupied and used as Chilkoot Barracks. So nearly as I can learn from newspaper accounts this army property was put up for sale after the war as surplus property and Mr. O'Hara of the O'Hara Buslines was the successful bidder, but for some reason his bid was rejected and some group of promoters from Los Angeles was given the property. Mr. O'Hara brought some suit in the District of Columbia to force the government to accept his bid but I understand this suit was unsuccessful. I have no accurate knowledge of these transactions and all I know is taken from accounts in the newspapers. Mr. Curry says the Chilkoot Barracks property was disposed of to O'Hara but in this I think he is mistaken, for while O'Hara submitted a bid, or rather, the best bid, for some reason or other he was not given the property.

It would hardly seem worthwhile for the Board to open up any correspondence with Mr. Curry although I am submitting these copies of letters to you so that you may be fully informed.

I have never heard of Mr. Curry before but upon investigation I have been told that he is a former partner of Judge Hannah of Albuquerque, New Mexico, and I think, a former partner of Mr. Brophy who is now the Commissioner of Indian Affairs. His letterheads indicate that he has two addresses - one in Washington, D. C. and one in San Juan, Puerto Rico.

Very sincerely yours,

H. L. Faulkner

HLF:R

cc : Rev. Booth
cc : Don Foster

Tower Building
Washington 5, D. C.

Law Offices
James E. Curry

P. O. Box No. 2370
San Juan 11, P. R.
February 4, 1947

Mr. John C. Foster
General Superintendent
Alaska Native Service
Juneau, Alaska

Dear Mr. Foster:

As you know, Mrs. Bronson made an extended visit to Haines in October. Later, I had a talk with Mr. John M. Thlunaut about the problems of that community.

One of the questions raised by the Haines people had to do with certain land which has been held by the Presbyterian Mission. This land was condemned by the Army for use as a camp during the war. It was later disposed of to a white man whose name, I believe, is O'Hara and who is now using it as a tourist camp.

The Indians raised a question about whether this is not really Indian land. They say there was some kind of an agreement between the Indians and the Church under which these 300 acres were supposed to be held by the church in behalf of the natives. If this is true, there may be some question about the propriety of the entire series of transactions. The Indians may have some rights which ought to be enforced.

I am not very sanguine about the possibility of showing that the Indians have any rights. I suppose the transactions under which the present holders of the land claim title are foolproof. However, since the Indians have raised the question, I would like to investigate the title and at least explain the situation to their satisfaction.

I would appreciate it if you would send me any information that you may have about this matter. For instance, Mr. Folta might be able to send me a copy of the condemnation petition or judgment pursuant to which the Army acquired title. Furthermore, you may have in your office some record of previous investigations of this problem that would be useful to us. Of course this problem deals not only with the area that was taken from the Mission by the Army but with the balance of this Mission land as well. I understand that it consists of about 300 acres.

Sincerely yours,

JC:caf /s/ James E. Curry
 /s/ James E. Curry

M E M O R A N D U M

TO: Miss Voss
FROM: Miss Coddard DATE: February 17, 1947
RE: Oslund lease, Haines House property

I have reviewed the correspondence about this and find that last summer Mr. Tribus referred the question of this lease to Mr. Faulkner, asking him to investigate the rate suggested and to draw up a suitable lease.

July 15 -- Mr. Faulkner replied recommending rental rate of \$100 a year instead of \$25 suggested by Mr. Oslund. Since no adequate description of property was available and there seemed to be an overlapping of this plot and the one covered by the government lease Mr. Faulkner suggested a survey. About this time Mr. Oslund asked that an option to purchase be included in the lease. This Mr. Tribus referred to Mr. Hart and replied that the Board could not consider this.

September 9 -- Description of plot in lease found not to agree with previous lease.

September 24 -- Memorandum from Mr. Tribus reported that Mr. Hart said we should have a survey before drawing up a lease. This E.R.V. OK'd.

October 17 -- Mr. Faulkner wrote it would be necessary to send a surveyor from Juneau and one would be very hard to get. Cost would probably be about \$600. Suggested holding up question until conference could be had with Delegate Bartlett on condemnation of property.

October 18 -- Miss Miller wrote that Mr. Oslund had agreed to the \$100 rate and wondered what was holding up the lease. Mr. Tribus suggested she refer him to Mr. Faulkner who was handling the matter and also wrote Mr. Faulkner. Mr. Faulkner replied that he discouraged the making of a survey on account of expense and also recommended holding up lease pending the determination of the condemnation proceedings and conference with Delegate Bartlett.

Assistant in the Unit
Educational and Medical Work

FHG:ehf

Miss Voss
Miss Windham

February 19, 1947

In a conversation yesterday with Dr. Jackman he mentioned a letter from Mr. Fox, the minister at Haines House, (I gathered this was a recent letter which we have not seen) again stating his conviction that we should sell our property facing on Main Street. He feels that we are holding back the development of the community by holding on to this property; also if it were used by the community it would be taxable and increased taxes are very much needed now because of the closing of the Government school. I think I reported this attitude in my Alaska notes and I too feel that we are opening ourselves to a great deal of criticism by holding on to this property.

Dr. Jackman said that he was planning to talk to Dr. Morse about this as soon as possible. I asked him if he had talked with you and he replied that he had not but would. I hope that as a result of my suggestion he will come to you first. He does not seem to keep his lines very straight!

Lillian A. Windham

HAINES, ALASKA

	<u>Building</u>	<u>Equipment</u>	<u>Insurance</u>
Administration Bldg. (Off. Kitchen, Dorm)	\$ 29,750.	\$ 4,910.25	\$ 34,660.
Wheeler Hall (Dispensary & Dorm.)	29,750.	2,038.00	31,788.
Farmer's Cottage (Dwell. & Garage)	1,150.	201.45	1,351.
Barn, silo, tool shed (Stock, feed & tools)	1,180.	2,163.50	3,343.
Open Shed	30.		30.
Shop, Woodshed	400.	93.75	495.
Church	4,000.		4,000.
Manse	5,000.	400.00	5,400.
	\$ 71,260.	\$ 9,806.95	\$ 81,067.

February 20, 1947.

AIR MAIL

APR 9 1947

H. L. Faulkner, Esq.,
Faulkner & Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

Thank you very much for your letter of February 14th. I appreciate the information. I am inclined to agree with you that there is not much point in my writing to James E. Curry at the present time. There is no question about our title to the Haines property since it was received by us by government patent in fee simple, without any reversions or restrictions. The patent is of record as you know and I therefore question whether Mr. Curry can do anything about it.

The Chilkoot Barracks transactions is a closed matter insofar as this Board is concerned and is a matter of record at the proper recorder's office.

With kind personal regards, I am

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

LHT/MT

AIR MAIL

February 20, 1947.

AIR MAIL

APR 9 1947

Rev. Willis R. Booth,
Northern Light Presbyterian Church,
P.O. Box 3020,
Juneau, Alaska.

Dear Mr. Booth:

Mr. Faulkner was good enough to send me copies of correspondence between James E. Curry, an attorney with offices in the Tower Bldg., Washington, D. C. and Don C. Foster, General Supt. Alaska Native Service. He also sent you a copy of his letter to me of February 14, 1947.

What, if anything, would you advise my writing to Mr. Curry? Personally I am of the opinion that unless Mr. Curry writes to this office there is not much point in our getting involved at this time. May I hear from you.

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

LHT/MT

CC - Mrs. Tribus

copy

UNITED STATES

DEPARTMENT OF THE INTERIOR
Office of Indian Affairs
Field Service

APR 9 1947

Alaska Native Service
Juneau, Alaska
February 12, 1947

The Reverend Willis R. Booth
Presbyterian Church
Juneau, Alaska

Dear Rev. Booth:

Enclosed herewith is a copy of a letter which is self-explanatory, covering the subject of land ownership of the lands held by the Presbyterian Mission at Haines. We will appreciate very much if you will give Mr. Curry the information that he needs.

Sincerely yours,

/s/ Don C. Foster

Don C. Foster
General Superintendent

DCF:rkd
encls

cc Miss Jones

copy

Law Offices
James E. Curry

Tower Building
Washington 5, D. C.

P. O. Box No. 2370
San Juan 11, P. R.
February 4, 1947

Mr. Don C. Foster
General Superintendent
Alaska Native Service
Juneau, Alaska

Dear Mr. Foster:

As you know, Mrs. Bronson made an extended visit to Haines in October. Later I had a talk with Mr. John M. Thlunaut about the problems of that community.

One of the questions raised by the Hines people had to do with certain land which has been held by the Presbyterian Mission. This land was condemned by the Army for use as a camp during the war. It was later disposed of to a white man whose name, I believe, is O'Hara and who is now using it as a tourist camp.

The Indians raised a question about whether this is not really Indian land. They say there was some kind of an agreement between the Indians and the Church under which these 300 acres were supposed to be held by the Church in behalf of the natives. If this is true, there may be some question about the propriety of the entire series of transactions. The Indians may have some rights which ought to be enforced.

I am not very sanguine about the possibility of showing that the Indians have any rights. I suppose the transactions under which the present holders of the land claim title are foolproof. However, since the Indians have raised the question, I would like to investigate the title and at least explain the situation to their satisfaction.

I would appreciate it if you would send me any information that you may have about this matter. For instance, Mr. Polta might be able to send me a copy of the condemnation petition or judgment pursuant to which the Army acquired title. Furthermore, you may have in your office some record of previous investigations of this problem that would be useful to us. Of course, this problem deals not only with the area that was taken from the Mission by the Army but with the balance of this Mission land as well. I understand that it consists of about 300 acres.

Sincerely yours,

/s/ James E. Curry

James E. Curry

JC:caf

CC Miss Van

copy

Alaska Native Service
Juneau, Alaska
February 12, 1947

AIRMAIL

Mr. James E. Curry
Tower Building
Washington 5, D. C.

Dear Mr. Curry:

Receipt is acknowledged of your letter of February 4, concerning certain land held by the Presbyterian Mission at Haines. Since practically all of our supervisors and division heads are in the field, I am turning this over to the local minister of the Presbyterian Church, the Reverend Booth, who will furnish you with the information requested. We have little or no information on the subject in our office.

Sincerely yours,

Don C. Foster
General Superintendent

DCF:rkd

cc Rev. Willis R. Booth, Juneau

CC - Willis R. Booth

February 20, 1947.

*Ms
copy*

AIR MAIL

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Lucien H. Tribus
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LHT/MT

AIR MAIL

COPY

FAULKNER AND BANFIELD

Attorneys at Law

Juneau, Alaska

February 14, 1947

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law 3
Mr. Lucien H. Tribus
Board of National Missions
Presbyterian Church
156-Fifth Avenue
New York 10, N.Y.

Dear Mr. Tribus:

I enclose copy of a letter which was received by Rev. Booth yesterday signed by Don C. Foster, General Superintendent of the Office of Indian Affairs, a copy of a letter written to Mr. Foster by a man named James W. Curry, representing himself to be an attorney in the Tower Building, Washington, D. C., and a copy of Mr. Foster's reply to that letter.

This letter from Mr. Curry to Mr. Foster which is dated February 4th is rather vague and indefinite. It would seem that Mr. Curry claims to have some information from some Indian in Haines that this Indian, or some other Indians, are attempting to make some sort of claim to the land at Haines belonging to the Board of National Missions. The letter would hardly seem to need a reply by you, but I thought you should have a copy of it in case you do want to reply.

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Mr. Tribus -2-

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H. L. FAULKNER

HLF/R

cc Rev. Booth
cc Don Foster

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UNITED STATES

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Office of Indian Affairs
Field Service

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February 12, 1947

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General Superintendent

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encls

COPY

Power Building
Washington 5, D.C.

Law Offices
James E. Curry

P.O. Box No. 2370
San Juan 11, P.R.
February 4, 1947

135 3
Law
Dear
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Alaska Native Service
Juneau, Alaska

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James E. Curry

JC:caf

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Alaska Native Service
Juneau, Alaska
February 12, 1947

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5
AIRMAIL

Mr. James E. Curry
Power Building
Washington 5, D.C.

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cc Rev. Willis R. Booth, Juneau

February 20, 1947.

AIR MAIL

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Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

LHT/MT

Charles MacPhee Wright
1212 Tower Building
1401 K Street, N.W.
Washington 5

February 20, 1947

Board of National Missions of the
Presbyterian Church of the United States COPY
of America
156 Fifth Avenue
New York, New York

Gentlemen:

The National Congress of American Indians is an organization of Indians and Indian tribes devoted to the protection and advancement of the rights and interests of such tribes. Its Secretary made a trip to Alaska last October and visited the native village of Haines, and its attorney, James E. Curry, subsequently made a trip to Alaska.

The leaders of the community told them that the Presbyterian Mission is holding about three hundred acres of land in the village. They said that it was taken over by the Church a number of years ago, subject to an agreement that it would be held for the natives to keep the white people from taking it away from them. They said that some kind of written agreement was drawn up at the time, but that the agreement was destroyed in a fire. They wanted to know whether anything could be done to protect any possible interests that the Indians might have in this land.

They were told that a part of this land was condemned a few years ago and used as an Army camp; and that later the land was disposed of by the War Department to a white man named O'Hara who is now operating a tourist camp there. The Indians are particularly interested in knowing their rights with regard to this tract.

It was also reported that the Army now has plans to condemn another one hundred acres of the Mission land to establish an Army landing field; and that the Mission does not wish to give up this land. If it could be established that the Indians have an interest in this land, it might be possible to make the objections of the Mission effective. Under the law, the Government is not as free to condemn Indian land as it is to condemn the land of private organizations like the Church.

I hope you will not think there is any intention to interfere with the work of your Mission at Haines. Our purpose is not hostile in any sense; it is only to obtain a clear definition of any Indian rights that may exist. Furthermore, I am not particularly hopeful that we will find any evidence of Indian title. However, the Natives have raised this question and I would like at least to get enough information to make an appropriate explanation to them.

Do you have the papers or other information showing the source of title of the Church or the Mission to the lands in question? I would appreciate your sending us any information that you may have available. Perhaps you have enough information so that you can write us a letter explaining the whole situation, which information we can then pass on to our Indian members at Haines.

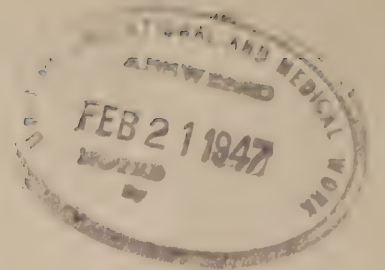
Very truly yours,

C. M. Wright
Attorney for the
National Congress of Americans

CMW:acg
Dict: 2/20/47

CHARLES MACPHEE WRIGHT
1212 Tower Building
1401 K Street, N.W.
Washington 5

20 February 1947



Board of National Missions of the
Presbyterian Church of the United States
of America
156 Fifth Avenue
New York, New York

Gentlemen:

The National Congress of American Indians is an organization of Indians and Indian tribes devoted to the protection and advancement of the rights and interests of such tribes. Its Secretary made a trip to Alaska last October and visited the native village of Haines, and its attorney, James E. Curry, subsequently made a trip to Alaska.

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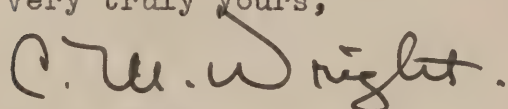
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Very truly yours,

A handwritten signature in dark ink, appearing to read "C. M. Wright". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

C. M. Wright
Attorney for the
National Congress of American Indians

CMW:acg
Dict:2/20/47

2011 923
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Haines
2/11/47

Mr. Tribus
Edna R. Voss

February 20, 1947

I am sharing with you a memorandum which I asked Miss Goddard to prepare for me relative to the Oslund lease since a statement in a letter received a few days ago from Miss Miller has greatly worried me. With the property situation in Haines in its present state, we cannot afford to make any enemies in Haines. Miss Miller wrote "If Miss Gladfelter or someone else who can speak with authority does not come to Haines this spring I shall about have to leave. People in town are beginning to feel as if they were fruitlessly punching a featherbed when they try to deal with us, especially when they see a reliable businessman like Mr. Nelson still waiting for the Oslund lease since last April though he paid the required \$100 and also the insurance premium many months ago"

Edna R. Voss
Unit of Educational and Medical Work

ccr
Dictated by Miss Voss
but signed in her absence

attached memorandum

INTER-OFFICE CORRESPONDENCE
BOARD OF NATIONAL MISSIONS

TO Mr. Tribus
FROM Miss Goddard
RE:

DATE February 24, 1947

Please let us have as promptly as possible answers to the questions regarding Haines property raised in the attached letter of C. M. Wright, attorney for the National Congress of American Indians. Please return the letter with your reply.

Florence H. Goddard
Assistant in the Unit
Educational and Medical Work

FMG:ehf

MORTGAGES & PROPERTY
RECEIVED
FEB 24 1947

V. 123
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Mr. Tribus
Miss Goddard

Prig
H. 123
February 24, 1947

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Assistant in the Unit
Educational and Medical Work

F C:ehf

HAINES, ALASKA PROPERTY

The following is taken from Report of Finance Committee to Executive Committee of the Board of National Missions Sept. 20, 1940:

"In or about the year 1896 the Board of Home Missions acquired Occupancy Rights to approximately $366\frac{1}{2}$ acres of property in order to develop its missionary work among the natives at Haines. In recognition of the Board's rights the Board of Home Missions was requested by the United States Government, several years later, to transfer to it, for use of the Fort William Henry Seward Post (now known as the Chilkoot Barracks) 100 acres of land to be taken from such Occupancy Rights. The Board released this 100 acres of land to the Government without charge. Subsequently, the Board of Home Missions applied to the Government for Patent to the remaining land held under the Occupancy Rights, and under date of Sept. 16, 1912 a Patent was issued to the Board for the remaining $266\frac{1}{2}$ acres, our present holdings at Haines. The military post has been maintained at Haines ever since and is a great support to the little Village."

original in file
We now have in our files the ^{original} Patent, from ~~The~~ United States of America to The Board of Home Missions of the Presbyterian Church in the United States of America, dated Sept. 16, 1912 covering 266.54 acres.

In 1924 the Board of Home Missions deeded to the Town of Haines a tract of land 155 ft. wide and 300 ft. long in return for the surrender of lease dated May 4, 1916 for the term of six years between the Board of Home Missions and the Town of Haines. A quitclaim deed dated Oct. 6, 1924 from the Town of Haines to The Board of Home Missions, covering the leased property, was received and is in our files.

In 1931 Frank A. Metcalf, U. S. Mineral Surveyor, made a survey of the property belonging to the Board of Home Missions at that time, which totalled 265.16 acres and this entire tract of 265.16 was deeded by the Board of Home Missions to the Board of National Missions on June 15, 1931. This deed is also in our files.

R. N. J.

2/25/47

2/24/47

Miss Voss:

Please advise whether this letter meets with your approval. I am holding the original until I hear from you.

L.H.Tribus

FEB 24 1947

TUESDAY OCTOBER 19

HAINES, ALASKA PROPERTY

The following is taken from Report of Finance Committee to Executive Committee of the Board of National Missions Sept. 20, 1940:

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S H J.

2/25/47

* This is the plot occupied by the "school".

HAINES, ALASKA PROPERTY

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In 1924 the Board of Home Missions deeded to the Town of Haines a tract of land 155 ft. wide and 300 ft. long (this is the plot occupied by the public school) in return for the surrender of lease dated May 4, 1916 for the term of six years between the Board of Home Missions and the Town of Haines. A quitclaim deed dated Oct. 6, 1924 from the Town of Haines to The Board of Home Missions, covering the leased property, was received and is in our files.

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L. H. T.

2/25/47

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Mr. Tribus
Edna R. Voss

Pack
Haines
Set.
February 25, 1947

Your suggested letter of February 24 to Mr. Faulkner seems all right to me with the exception of the implied approval of this office of a rental of \$100 a year when Mr. Oslund had suggested .25. If you will change the 1st paragraph to ask Judge Faulkner to see Mr. Oslund relative to tentative arrangements and rental he would be willing to agree to, I will approve the letter. To insist upon a 300% raise in rent without consultation may upset the apple cart completely as far as the Board's good relations with Haines people are concerned.

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

cer

FEB 26 1947

February 25, 1947.

AIR MAIL

H. L. Faulkner, Esq.,
Faulkner and Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

I thought it might be well if I wrote you summarizing the correspondence which has taken place to date involving the Erick Oslund lease.

On July 15th you wrote recommending a rental rate of \$100.00 a year instead of the \$25.00 suggested by Mr. Oslund and you also suggested, in view of the fact that there seemed to be an overlapping of the plot of ground desired by Mr. Oslund and the plot covered by the government lease, that a survey would be advisable in order to reconcile the descriptions. I understand that the cost of this survey would be in the neighborhood of \$600.00, which seems out of all proportion.

Our general counsel, Mr. Roy M. Hart, also opposed the granting of an option to purchase. We are still of the opinion, even if a lease is negotiated, that no option to purchase will be included therein.

As I have been informed that considerable ill-will has developed locally towards the Board as a result of the delay in negotiations with Mr. Oslund, I am wondering if it will be feasible to enter into a lease with Mr. Oslund making same subject to the final outcome of our suit and also subject to the provisions of an accurate survey to be made at the option of the lessor. It would seem to the writer that if these suggestions could be carried out that we might enter into a lease with Mr. Oslund for a period not to exceed five years. I am of the opinion that ten years is too long a time to consider, certainly at the very limited rental of \$100 per year.

I would suggest that you see Mr. Oslund and find out what tentative arrangements he may be willing to agree to, and also whether the \$100 per annum rent as suggested by you is satisfactory to Mr. Oslund.

With kind personal regards, I am

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

LHT/MT

6 Feb 24
PMB
Hamm
February 26, 1947

My dear Mr. Wright:

Your letter of February 20 to the Board of National Missions inquiring as to any agreement between this Board and the native Indians of Maines, Alaska as to property rights, has been sent to this office for reply. Since your inquiry is practically that of a Mr. James E. Curry sent through Mr. Don C. Foster to the Reverend Willis Booth of Juneau, Alaska and answered in the letter to our attorney here, Mr. Tribus by Judge Faulkner, the Board's attorney in Alaska, I think a copy of this letter will give you the information you wish. I might add that Judge Faulkner's statement that the property at Maines is all patented from the United States is correct inasmuch as the Board of National Missions holds a government patent in fee simple from the United States of America.

Very sincerely yours,

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

Mr. Charles MacPhee Wright
1212 Tower Building
1401 "K" Street, N.W.
Washington 5, D. C.
ENV:cer

enc:

CC: Mr. Tribus

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Fidelity Union Skill
February 26, 1947

COPY

My dear Mr. Wright:

Your letter of February 20 to the Board of National Missions inquiring as to any agreement between this Board and the native Indians of Haines, Alaska as to property rights, has been sent to this office for reply. Since your inquiry is practically that of a Mr. James E. Curry sent through Mr. Don C. Foster to the Reverend Willis Booth of Juneau, Alaska and answered in the letter to our attorney here, Mr. Tribus by Judge Faulkner, the Board's attorney in Alaska, I think a copy of this letter will give you the information you wish. I might add that Judge Faulkner's statement that the property at Haines is all patented from the United States is correct inasmuch as the Board of National Missions holds a government patent in fee simple from the United States of America.

Very sincerely yours,

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

Mr. Charles MacPhee Wright
1212 Tower Building
1401 "K" Street, N.W.
Washington 5, D. C.
ERV:cer

enc:

cc: Mr. Tribus

Prop
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February 27, 1947.

FEB 28 1947

Miss Isabel Miller, Executive,
Haines House,
Haines, Alaska.

Dear Miss Miller:

This office had considerable correspondence with Miss Elvira T. Maurstad with reference to some of the property in what is commonly known as the Native Village. In my last letter to Miss Maurstad dated Dec. 12th, 1945, to which I have had no reply, I enclosed a memorandum dated Dec. 10th, 1945 from Miss Voss to the writer. I suggested at that time that it would be advisable to have Mr. Howard D. Stabler act as our attorney in these proceedings and that he prepare the necessary leases and send them to this office for execution. I am enclosing a copy of both these letters so you will be fully posted.

I will appreciate it if you will let me know how the matter stands to date. In view of the fact that Judge Faulkner is now back at his office, we would of course eliminate Mr. Stabler and consult with Judge Faulkner.

I know that you are concerned with Erik Oslund situation and I therefore enclose a copy of my most recent letter to Judge Faulkner on this subject. I may also add that the reason that the lease has not been concluded is because we have acted on Judge Faulkner's advice, namely, that it would be advisable not to enter into any definite commitments until the outcome of the present government suit is terminated. Since Mr. Oslund is a client of Judge Faulkner, I must necessarily assume that Judge Faulkner has advised him of the necessity for delaying a final decision.

May I hear from you at your earliest convenience.

Sincerely yours,

L. H. T.
Lucien H. Tribus
Asst. General Counsel

LHT/MT

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FEB 28 1947

February 27, 1947.

Hon. E. L. Bartlett,
Delegate from Alaska,
House of Representatives,
Washington, D. C.

Dear Mr. Bartlett:

Thank you for your letters of February 25th and 26th. I note you have made an appointment with Mr. Craig W. Kershow of the Bureau of Land Management in the Interior Department for 2:30 P.M., Friday, March 7th. This will be satisfactory and as suggested I will stop at your office about 2 P.M.

Miss Edna Voss may also meet with us.

With kind personal regards, I am

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

LHT/MT

3/4/47

MISS VOSS:

Please let me have your opinion in regard
to reply to be sent to Rev. Booth.

L.H.Tribus

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165
Mr. Tribus
Edna R. Voss

PMP
H
March 4, 1947

How would the following do for Mr. Booth?

I have just reviewed the correspondence with Judge Faulkner in order to answer your letter of February 25 relative to further correspondence with Mr. Curry. We here in this office and that of Educational and Medical Work believe that we should follow Judge Faulkner's advice and let his letter to me of February 14, copies of which were sent to you and to Mr. Foster for Mr. Curry's information, be our reply unless Mr. Curry wants further information in which case he can write me. In other words, we think it is not necessary for you to write since it is obvious that you turned over to Judge Faulkner the request for information, that he has given it and that Mr. Foster has passed it on to Mr. Curry.

You will be interested to know that we have had much the same request from another source in Washington - again from rumors carried back to Washington by Mrs. Bronson. We have replied to this also by sending a copy of Judge Faulkner's letter to me.

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

cer

Northern Light Presbyterian Church

WILLIS R. BOOTH, MINISTER
P. O. BOX 3020

JUNEAU, ALASKA

February 25, 1947

Mr. Lucien H. Tribus
Asst. General Counsel
Board of National Missions
156 Fifth Avenue
New York 10, N. Y.

Dear Mr. Tribus:

Thank you for your letter of February 20th relative to the correspondence involving Mr. James E. Curry, and the Haines property. Also, thank you for the copy of your letter of the same date to Mr. H. L. Faulkner.

Mr. Faulkner has expressed his thinking to me, namely, let Mr. Curry first write you for the information. I normally would share his thinking. However, information was requested of Mr. Don Foster. In his inability to furnish it, he requested me to reply to Mr. Curry. In his reply to Mr. Curry, Mr. Foster promised that I would answer the letter. I, in turn, requested Mr. Faulkner to write, as he handles our legal matters in Juneau. Mr. Curry would not know to write you. There is a sense in which we should answer Mr. Curry. I leave that to you as you have the records. It is my opinion Mr. Curry is trying to stir up something.

A copy of Mr. Faulkner's letter to you was sent to Mr. Foster. Mr. Foster remarked to me that he thought "that was a fine letter and should hold Mr. Curry." However, that does not answer Mr. Curry.

If you think best, I will write Mr. Curry referring him to you. Then if he should write you, you may answer him as seems best.

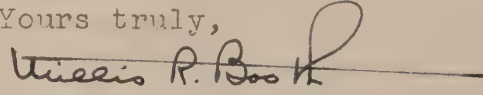
*Martha
Please send both
copy of my last
letter to Faulkner
to Booth in mail
advise him that
Miss Voss is handling
correspondence on
Curry matter.
Provide me
with information
if possible*

*I sent let
Curry write you*

no.

I was asked again today, "When will the Board of National Missions act on the lease to be granted to Erik Oslund at Haines." I discussed the matter with Mr. Faulkner, and learn from him that you have not acted on the lease he sent you some time ago. This is the land the Board formerly leased to Erik Oslund, on which he has been operating an oil business, and for which he has asked a renewal. Will you please tell me why this lease is being held up?

Yours truly,

A handwritten signature in dark ink, appearing to read "Willis R. Booth", followed by a horizontal line.

Willis R. Booth

HAINES HOUSE PROPERTY HAINES, ALASKA
INFORMATION REGARDING ~~GOV~~LEASES AND CONDEMNATION PROCEEDINGS

Government leases still in force

Fuel storage -- Tract A-1 on sketch -- leased for \$1 per year -- described in lease (Cont. W3416 Eng. 1135) as containing 98,000 square feet but on condemnation papers received later described as 1.665 acres -- According to letter of Mr. R. J. Sheppard of November 10, 1944 contains expensive oil tank installation.

Ware house area -- Tract A-2 -- leased for \$300 per year -- described in lease (Cont. W3416 Eng. 1434) as containing approximately 22 acres but in condemnation papers described as 25.172 acres.

According to R. J. Sheppard tract contains:

- 3 large warehouses well constructed, timber foundations, good for 20 years
- 2 garages, not floored, poorly constructed, good for about 10 years
- 2 truck service stations similar to garages - 2 pumps
- 2 or 3 small buildings
- Water and sewer connections for above
- Original installation cost about \$100,000

June, 1945 -- Government (through Mr. Joseph Morgan, representative of real estate branch Northwest Command) sent proposal to purchase above tracts as indicated.

Tract A-1, 1.665 acres, \$175

Tract A-2, 25.172 acres, \$2,500

Miss Voss protested amount offered by Government as too low and questioned possibility of Government in turn selling to anyone, possibly liquor interest. Matter placed in hands of Mr. Stabler (Mr. Faulkner ill). Mr. Stabler agreed price too low and suggested making counteroffer. Matter hung fire for about a year.

August, 1946 -- Letter received from Booth containing newspaper clipping relative judgment condemning 27 acres of Board property effective September 1/ This our first word of Government's action. Papers later served on Mr. Booth and forwarded to this office. Study of these showed errors in survey locating properties in question. Tribus corresponded with Mr. Faulkner regarding these errors and question of Government condemnation, also amount allowed for property. Faulkner agreed price too low, also questioned why War Department should take more land at Haines when it was selling off what it already had.

L.A.W. after visiting Haines reported rumors that fuel storage area had been leased to Standard Oil August 1 and that Government will sell land to them after getting it from us. Other rumors reported Government taking over all of our land at Haines. Miss Miller in letter of September 18, 1946 reported surveyors working on our land who were very rude and refused to answer any questions as to what they were doing but did admit they were from the Department of Interior.

Question of condemnation of land taken up with Representative Bartlett who promised to investigate situation.

March, 1947 -- Conference E. R. Voss and Mr. Tribus with Representative Bartlett in Washington - see attached.

MEMORANDUM

TO: The Office

March 11, 1947

FROM: Edna R. Voss

Re: Report of a Conference in Washington with Mr. Bartlett, Delegate from Alaska, Mr. Craig W. Kershow of the Bureau of Land Management, Department of the Interior and a Mr. Osborn of Mr. Kershow's office.

Friday, March 7, 1947
Washington, D. C.

It seems that the War Department has already condemned the two lots, one of approximately two acres, the other of 25 acres at Haines. The only question to be determined at Court in Juneau is the price of \$100 an acre to be paid us. Mr. Faulkner, our lawyer, advises that we do not ask to have this amount increased since it would involve witnesses, the cost of a survey and we would probably lose in any case.

When the amount has been determined upon, the condemned property will be turned over to Mr. Kershow who will offer it for sale. Unfortunately, anyone who wishes to set up a small Commercial business has priority over the owner and Mr. Bartlett's letter from the War Department intimates that such a purchaser has already appeared.

If, when the property is offered for sale, no such purchaser appears, Mr. Kershow will get in touch with us to let us bid for the property including the improvements with the proviso that we be given a 100% discount because we are doing educational and health work for the Indians.

Edna R. Voss

cer.

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Said

MEMORANDUM

Prop.
Haines

TO: The Office March 11, 1947

FROM: Edna R. Voss

Re: Report of a Conference in Washington with Mr. Bartlett,
Delegate from Alaska, Mr. Craig W. Kershow of the Bureau
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Edna R. Voss

cer

Prints
Haines

March 11, 1947.

MAR 12 1947

Hon. E. L. Bartlett,
Delegate from Alaska,
House of Representatives,
Washington, D. C.

Dear Mr. Bartlett:

Miss Voss and I both want to thank you sincerely for your very effective cooperation in the Haines matter. We feel that your friendship has been of invaluable assistance and we trust that you will have the time to visit our New York Headquarters and assure you we will do everything possible to make your visit a pleasant one.

With kind regards, I am

Sincerely yours,

L.H.T.

Lucien H. Tribus
Asst. General Counsel

LHT/MT

Pach
Haines

March 10, 1947.

MAR 12 1947

AIR MAIL

H. L. Faulkner, Esq.,
Faulkner & Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

As I wired you on March 6th, Miss Voss and I had a long conference with Delegate Bartlett on March 7th. We went with Delegate Bartlett to the office of Mr. Craig W. Kershow, who is in charge of Surplus Property for the Department of Interior, Alaska Division. Mr. Kershow had the record of the Haines matter before him and advised us that there was nothing that we could do to stop the present action. However, after the property has been acquired by the Government, he will investigate the matter further and will let us know whether there is anything can be done.

Delegate Bartlett has been extremely helpful and very cooperative. After discussing future procedure, we have agreed that it would be impractical to bring witnesses down from Haines to the court in order to dispute the price which the government has set. Will you kindly advise by return mail the exact amount which we may expect to receive from the Government in the event we authorize you to close out the transaction without further delay.

Sincerely yours,

Lucien H. Tribus
Lucien H. Tribus
Asst. General Counsel

AIR MAIL

LHT/MT

V 5
15 5
February 20, 1947.

AIR MAIL

FEB 24 1947

H. L. Faulkner, Esq.,
Faulkner and Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

Both Miss Voss and I have been very much concerned about the pending condemnation suit. Last week I again conferred with Delegate Bartlett, with Miss Voss and with Dr. H. N. Morse, Secretary of the Board and we are all of the unanimous opinion that the War Department has no right to condemn this property, that their action is unjustifiable, and it looks very much like collusion between the War Department and the Surplus Property Department and some person or persons unknown. This case is not the first one by any means. The property in question was deeded by the government in fee simple to the Board for missionary purposes. During the war emergency this Board naturally allowed the use of the property in question by the government. Now that the war is over, we want our property back and we do not care to let the government have it at any price.

I am therefore instructing you, as our attorney, to take whatever means may be necessary to defend our position along the foregoing lines.

I am wondering just what our legal position may be on this point, namely, that the government, having given a fee simple title to the property in question, cannot now take steps to defeat the very title which it itself gave. Mr. Bartlett thinks we have a strong case and is going to try to help from this end. Please let me have your opinion of a possible defense or pending action, at your convenience.

Sincerely yours,

L.H.T.

Lucien H. Tribus
Asst. General Counsel

C.C. to Miss Edna Voss ✓
Rev. Willis Booth

LHT/MT

Herbert L. Faulkner

COPY

Norman C. Banfield

FAULKNER AND BANFIELD
Attorneys at Law

JUNEAU, ALASKA

February 12, 1947

103
Jan 15
S
Mr. Lucien H. Tribus
Board of National Missions
Presbyterian Church
156-Fifth Avenue
New York 10, N.Y.

FEB 17 1947

Dear Mr. Tribus:

I have today received from Delegate Bartlett a copy of his letter to you of January 23rd with reference to the condemnation suit over the property at Haines.

I am very sorry the War Department has determined to proceed with this suit, and it would appear from Delegate Bartlett's letter that the only thing left for us to do is to determine whether to accept the price offered by the government.

If we contest the price it will of course be necessary for us to make some showing in Court that the land is worth more and in order to do this we shall need some competent testimony which would probably require bringing some witnesses down from Haines. It may be that the expense which would be involved in the contest and in proving a greater value of the land would be more than the difference we might hope to get. However, I wish you would advise me on this point just as soon as possible for Court will convene here on February 24th and undoubtedly the District Attorney will want to take the case up shortly after that.

I note in Delegate Bartlett's letter that he is of the opinion that if the War Department condemns this land they will declare it to be surplus property, and in that event, it would be sold again. This does not make sense but the War Department has done many such things. Just why they would want to buy property they do not need, and then after they acquire it, sell it again for less than they paid for it, is one of the mysteries that no one has yet solved, but that might happen. I wish you would write me just as soon as you receive this as to what course the Board thinks should be followed so that I can be prepared when Court convenes.

Sincerely yours,

HLF/R

cc Rev. Willis Booth
Juneau

H. L. Faulkner

INTER-OFFICE CORRESPONDENCE
BOARD OF NATIONAL MISSIONS

TO Miss Voss
FROM Mr. Locke
RE:

DATE March 17, 1947

The matter of the Board's property at Haines, Alaska, was discussed by the Executive Officers on Friday morning. It was their recommendation that the matter not be brought to the attention of the Finance Committee at this time. Very likely Dr. Morse will be clearing with you regarding this.

D. Allan Locke

*3 mg.
Haines*

*MS
S
Law*

1947

Dr. Locke
Miss Voss
Haines House Property

March 14, 1947

The following is a copy of the action which the Cabinet of the Department of Missionary Operation took at its meeting March 11. I thought you might like to have this for the meeting of the Finance Committee if there should be an opportunity for you and Mr. Tribus to bring this question up.

"That a report be made to the Executive Committee on the status of that part of the Board's property at Haines House, Haines, Alaska, which has been condemned for sale by the War Department and that the Board be asked to instruct the proper officers to take every possible step to protect the Board's interest."

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

v/c

March 11, 1947.

FOR CABINET OF THE DEPARTMENT OF MISSIONARY OPERATION AND BOARD

The Unit of Educational and Medical Work recommends:

That a report be made to the Executive Committee on the status of that part of the Board's property at Haines House, Haines, Alaska, which has been condemned for sale by the War Department and that the Board be asked to instruct the proper officers to take every possible step to protect the Board's interest.

March 11, 1947.

FOR CABINET OF THE DEPARTMENT OF MISSIONARY OPERATION AND BOARD

The Unit of Educational and Medical Work recommends:

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MEMORANDUM

TO: The Office

March 11, 1947

FROM: Edna R. Voss

Re: Report of a Conference in Washington with Mr. Bartlett, Delegate from Alaska, Mr. Craig W. Kershow of the Bureau of Land Management, Department of the Interior and a Mr. Osborn of Mr. Kershow's office

Friday, March 7, 1947
Washington, D. C.

It seems that the War Department has already condemned the two lots, one of approximately two acres, the other of 25 acres at Haines. The only question to be determined at Court in Juneau is the price of \$100 an acre to be paid us. Mr. Faulkner, our lawyer, advises that we do not ask to have this amount increased since it would involve witnesses, the cost of a survey and we would probably lose in any case.

When the amount has been determined upon, the condemned property will be turned over to Mr. Kershow who will offer it for sale. Unfortunately, anyone who wishes to set up a small Commercial business has priority over the ~~engineer~~ ^{owner} and Mr. Bartlett's letter from the War Department intimates that such a purchaser has already appeared.

If, when the property is offered for sale, no such purchaser appears, Mr. Kershow will get in touch with us to let us bid for the property including the improvements with the proviso that we be given 100% discount because we are doing educational and health work for the Indians.

Edna R. Voss

cer

Charge to the account of

\$

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

COPY

March 25, 1947

FAULKNER & BANFIELD
JUNEAU
ALASKA

Glad to learn that Leonard King, Mayor of Haines, and other witnesses are going to testify that Government offer is too small. Good luck.

Lucien H. Tribus

*Prop.
Haines*

March 26, 1947.

MAR 27 1947

AIR MAIL

Re: Erik Oslund Lease

H. L. Faulkner, Esq.,
Faulkner and Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

I have your letter of March 20th and return herewith two copies of the Erik Oslund lease duly signed by the Board. Please have Mr. Oslund sign both copies and return one copy to us for our files, together with check for the \$100.00 rental charge covering period May 1, 1947 to Apr. 30, 1948.

According to the lease, this rental will be due on the 1st of May of each year up to and including 1951 and we would ask you to please make a record to make these collections for us.

Sincerely yours,


Lucien H. Tribus
Asst. General Counsel

MT

Encl. 2

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m
B
Airmail

prep
Haines
March 27, 1947

My dear Miss Fisher:

I am so glad you wrote promptly in your letter of March 15 of Mr. Leonard King and two of the Haines' citizens discussing with you the value and sale price of land in Haines. We are delighted to know that these men are willing to testify to that effect in Juneau. On the basis of that, Mr. Tribus wired Mr. Faulkner of their coming to Juneau.

Very sincerely yours,

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

Miss Olive Fisher
Haines House
Haines, Alaska
ERV:cer

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the

Presbyterian Church in the United States of America

Isabel Miller, Executive

March 15, 1947

Miss Edna R. Voss, Secretary
Unit of Educational and Medical Work
156 Fifth Avenue
New York 10, New York

Dear Miss Voss:

Miss Miller is on vacation and will probably not be back for two weeks, so I am sending the following information on to you and sending her a carbon copy of this letter.

Mr. Leonard King, the Mayor of Haines brought a letter, copy of which is enclosed, to the office on Tuesday saying he would like to bring the two men mentioned in the letter with him to our office when he presented the letter to them. We agreed and they, with Miss Edes, Miss Callecod, Rev. Kenneth Fox and myself met in the office on Wednesday afternoon.

We discussed the value and sale prices of land in Haines and discovered that lots had been sold for from \$100 to as high as \$1,000 each and that several acres of land had been sold for \$1,000 each. We all agreed that the price of \$250.00 which the Board is asking the War Department for the land is very conservative and that they should testify to that effect in Juneau. Mr. King will take records of sales of land with him as evidence.

General Eisenhower's statement that the Haines Cut-off is essential to our defense and military connection, there is greater assurance that the road will be kept open, hence our property should retain at least the \$250.00 value. We did agree that the land had more industrial than agricultural value.

This action may not be a large factor in helping the cause, but we want you to know what is happening.

Sincerely yours,

Haines House Staff

By *Olive Fisher*

Office Assistant

P.S. We are sending you a copy of the March "Chilkat Breeze" with information about the "Road" and school situation.

OF

FAULKNER AND BANFIELD
Attorneys at Law
Juneau, Alaska

March 4, 1947

Mr. Leonard King
Haines, Alaska

Dear Mr. King:

The War Department is seeking to condemn two tracts of land owned by the Board of National Missions of the Presbyterian Church. One of these tracts contains 25.172 acres and it is situated on the Haines Military Cutoff Road. I think there are some warehouses on it.

The second tract contains 1.665 acres and it is the tract on which the government erected some oil tanks during the war.

This case will come up for a hearing sometime while you are here the week of March 24th, and I shall need some witnesses from Haines to show the value of this land. The War Department offers to pay the Mission \$2675.00, which is a little less than \$100.00 an acre. The Board contends that this land is worth \$250.00 an acre, or a total of \$6709.25.

You and Mr. Havell and Mr. John Thompson will be coming down on other cases and I wish you would talk to these other two men and see whether you and they would be qualified to testify before the appraisers as to the value of the land. It will, of course, be necessary for you to know where the two tracts are and the value of land in the vicinity, or something on which you base your judgment that it is worth more than \$100.00 an acre.

I wish you would talk to Mr. Havell and Mr. Thompson and see what evidence the three of you can give as to the value of the land. It might be of interest if you could find that some other land of similar nature and value had been sold in the neighborhood and let me know what price was obtained for that land. Then you would be in a position to compare the value of these two tracts with some other tract perhaps sold within the last two or three years.

Will you please let me know whether you will be available to and whether you could give testimony on these values? I should like to have an answer just as soon as possible.

Sincerely yours,

H. L. Faulkner

information on charges of Haines Mission
can show probable value of tracts and

April 10, 1947

HAINES, ALASKA
Native Settlement

History

Set up by Dr. S. Hall Young for church members -- permission given to build their own homes on plots of Board property with promise of a deed if certain conditions such as good behavior, morality, keeping up property, etc. were fulfilled.

No deeds were ever given. Rental rate \$1.00 per year.

In 1938 after Miss Voss' visit to Haines an attempt was made through Mr. Swets who was handling the property with Mr. Banks to clear up property removing tenants and dilapidated shacks where possible and as advised by Mr. Faulkner.

In July, 1940, Mr. Swets reported tenants evicted from all but the following lots;

Block 2 Lots 4 and 7

Block 4 Lots 2, 3, and 4

Rental paid on all of above to October 1, 1939.

Lot 6 on Block 2 still had house on it although tenant evicted. Steps being taken to have house removed.

From 1941 to 1944 during Mr. Knudsen's administration at Haines, no report on Native Settlement although matter was discussed with him when he was in New York and he promised to investigate and make a report.

Present Situation

See I.B. San
Only remaining tenant is Eli ^{Phillips} Gibson on Block 4 Lot 2. It has been recommended that he be permitted to remain for the present. The following lots contain houses which Mrs. Maurstad was asked to take steps to have moved after consultation with Mr. Stabler.

Block 2

Lot 4

Garage sold to Mr. Mc Gehee (who wished to leave this and lots)

Lot 6

Unoccupied house *Hutch*

Lot 7

Unoccupied house *Abbott Chow Mrs High*

Block 4

Lot 3

Unoccupied house *Warren*

~~Lot 1~~

~~See attached memo Miss Voss to Mr. Tribus, December 10 for~~

~~further information~~

Lot 4

Unoccupied house *Brown*

See attached memo Miss Voss to Mr. Tribus, December 10 for further information.

att.

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Present Situation

See T.B. Bau.
Only remaining tenant is ^{Phoebe}Eli Gibson on Block 4 Lot 2. It has been recommended that he be permitted to remain for the present. The following lots contain houses which Mrs. Maurstad was asked to take steps to have moved after consultation with Mr. Stabler.

Block 2

Lot 4

Garage sold to Mr. Mc Gehee (who wished to lease ^{this} lot and lot 5)

Lot 6

Unoccupied house (Hatch)

Lot 7

Unoccupied house (Abby)

Block 4

Lot 3

Unoccupied house (Warren)

Lot 4

~~See attached memo Miss Voss to Mr. Tribus, December 10 for~~

~~Further information~~

Lot 4

Unoccupied house (Brown)

See attached memo Miss Voss to Mr. Tribus, December 10 for further information.

att.

May 19, 1947
See notes on
Dec. 10, 1945 memo.
K.S.G.

= Property leased to Gov.
 - Leased to Earl Ashund

Haines House property showing Gov. leased property and Native Village

Native Village

- ✓ Lots occupied
- x Tenants evicted
- oo 2 Lots desired by E. Ashund
- xx 2 Lots desired by Mr. M. G. Bee
- ✓ Houses to be removed

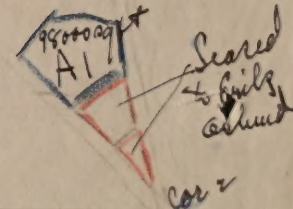


Block II

- # 4 Mr. McGehee renting from lessor. Bldg. recently condemned by Council & to be removed
 - # 6 - Mr. Hatch has been written re removal house (Miller reported July 24, '47 Hatch has lease running to Nov. 1948)
 - # 7 - Mrs. Bill Hye (Mrs. Abbott) has been written re removal house (June 1947)
- These two houses were not condemned.

Block IV

- # 2 - Eli Phillips (not Gibson) lease to hold for present. House not condemned.
- # 3 & 4 - Both ^{houses} condemned. Mrs. Warren, renting
- # 3 plans remove house this summer. (June 1949)
- Mrs. Brown, # 4, notified to remove house.



Proy
H. A.

April 21, 1947.

AIR MAIL

Re: Erik Oslund Lease
Haines, Alaska

Faulkner & Banfield, Esqs.,
Juneau, Alaska.

ATTENTION: N. C. BANFIELD, ESQ.

Dear Mr. Banfield:

On your opinion, as expressed in your letter of April 16th, 1947,
you are authorized to strike from the Erik Oslund lease Provision No. 5
on page 2.

We believe we are now in a position to close the transaction.

Very truly yours,

Lucien H. Tribus
Asst. General Counsel

LHT/MT

COPY

FAULKNER AND BANFIELD
Attorneys at Law

Juneau, Alaska.

April 16, 1947

Mr. Lucien H. Tribus
Board of National Missions
Presbyterian Church
156-Fifth Avenue
New York 10, N.Y.

Dear Mr. Tribus:

Mr. Erik Oslund of Haines, Alaska, has forwarded the lease dated March 26, 1947, in two executed copies. Apparently one of these should have been retained by him and the other returned to you. Mr. Oslund wrote a letter explaining that he was carrying a policy of liability insurance which he sent to us for examination.

It was written by the United States Fidelity and Guaranty Company and is in force until September 10, 1947. It insures Mr. Oslund against all liability arising out of the operation of the property in a very satisfactory manner as follows:

- a. Against bodily injury to each person \$25,000.00, and each accident \$50,000.00
- b. As to property damage liability for \$25,000.00 each accident and \$50,000.00 aggregate.

Mr. Oslund asked us to examine this policy and see if it will cover the requirement mentioned in the lease. This policy insures the tenant, who in this case is insured on what is known as a Manufacturer's and Contractor's form, since he is the owner of the building and the Board is only the owner of the land. This policy does not insure the landlord against liability. We have contacted M. E. Monagle, the authorized representative for the United States Fidelity & Guaranty Company to ascertain the cost of raising this insurance when it expires in September to a limit of \$50,000.00 for each person, \$100,000.00 for each accident, and property damage liability of \$50,000.00 for each accident and \$100,000.00 aggregate. Mr. Monagle has stated that the insurance company would charge from \$15.00 to \$20.00 more per year, but he did not state how there could possibly be any such large amount of liability arising out of any accident against Mr. Oslund. You, of course, are not concerned with Mr. Oslund's liability, or the amount of insurance which he carries.

Mr. Monagle further stated that they had considered the advisability of covering the landlord when this policy was written but United States Fidelity & Guaranty Company found the landlord had no insurable interest against public liability as it was furnishing nothing but land which had no dangerous instrumentalities such as shafts or pits on the land. Therefore, we do not believe it is possible for Mr. Oslund to procure a landlord's liability policy, and that the same is entirely unnecessary.

Mr. Tribus -2-

We are retaining the two copies of the lease and with your permission will strike out the provision No. 5 on page 2, if you will write us a letter to that effect. We are returning the policy to Mr. Oslund and retaining the leases here until we hear from you.

Yours very truly,

FAULKNER & BENFIELD

NCB/R

BY: N. C. Banfield

cc Mr. Oslund, Haines, Alaska